

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
ABRAHAM LESER

Plaintiff,

-against-

09-CV-2362 (KAM)(MDG)

U.S. BANK NATIONAL ASSOCIATION,

Defendant.

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U.S. BANK NATIONAL ASSOCIATION,

Counterclaim Plaintiff,

v.

ABRAHAM LESER,

Counterclaim Defendant.

-----X

**VERDICT FORM**

**I. VTE Philadelphia Loan**

We, the jury in the above-captioned action, find the following on the questions submitted to us:

1. Did plaintiff/counterclaim defendant Abraham Leser prove by a preponderance of the evidence that he did not sign the personal guaranty associated with the loan by defendant/counterclaim plaintiff U.S. Bank, N.A. to VTE Philadelphia L.P. (the "Philadelphia Loan")?

\_\_\_\_\_ YES

\_\_\_\_\_ ☒ NO

If you answered "YES," to Question 1, please proceed directly to Question 3. If you answered "NO," to Question 1, please proceed directly to Question 2.

2. Did defendant/counterclaim plaintiff U.S. Bank, N.A. prove by a preponderance of the evidence that plaintiff/counterclaim defendant Abraham Leser signed the personal guaranty associated with the Philadelphia Loan?

☒ YES ☐ NO

If you answered "YES," to Question 2, please proceed directly to Question 6. If you answered "NO," to Question 2, please proceed directly to Question 3.

3. Did defendant/counterclaim plaintiff U.S. Bank, N.A. prove by a preponderance of the evidence that an agent of plaintiff/counterclaim defendant Abraham Leser entered into the personal guaranty associated with the Philadelphia Loan on plaintiff/counterclaim defendant Abraham Leser's behalf?

☐ YES ☐ NO

If you answered "YES," to Question 3, please proceed directly to Question 6. If you answered "NO," to Question 3, please proceed directly to Question 4.

4. Did defendant/counterclaim plaintiff U.S. Bank, N.A. prove by a preponderance that plaintiff/counterclaim defendant Abraham Leser is equitably estopped from denying that the signature on the personal guaranty associated with the Philadelphia Loan is his?

☐ YES ☐ NO

If you answered "YES," to Question 4, please proceed directly to Question 6. If you answered "NO," to Question 4, please proceed directly to Question 5.

5. Did defendant/counterclaim plaintiff U.S. Bank, N.A. prove by a preponderance of the evidence that plaintiff/counterclaim defendant Abraham Leser ratified the personal guaranty associated with the Philadelphia Loan?

☐ YES ☐ NO

If you answered "YES," to Question 5, please proceed directly to Question 6. If you answered "NO," to Question 5, please proceed directly to Question 10.

6. Did defendant/counterclaim plaintiff U.S. Bank, N.A. prove by a preponderance of the evidence that plaintiff/counterclaim defendant Abraham Leser breached the personal guaranty associated with the Philadelphia Loan?

☒ YES ☐ NO

If you answered "YES," to Question 6, please proceed directly to Question 7. If you answered "NO," to Question 6, please proceed directly to Question 10.

7. What are defendant/counterclaim plaintiff U.S. Bank, N.A.'s damages as a result of plaintiff/counterclaim defendant Abraham Leser's breach of the personal guaranty associated with the Philadelphia Loan?

TOTAL \$ 17,556,181.35

If you answered Question 7, please proceed directly to Question 8.

8. On what date should interest begin to be computed with respect to the defendant/counterclaim plaintiff U.S. Bank, N.A.'s damages as a result of plaintiff/counterclaim defendant Abraham Leser's breach of the personal guaranty associated with the Philadelphia Loan?

DATE for loan interest \_\_\_\_\_

DATE for default interest \_\_\_\_\_

If you answered Question 8, please proceed directly to Question 9.

9. Is defendant/counterclaim plaintiff U.S. Bank, N.A. entitled to attorneys' fees and costs as a result of plaintiff/counterclaim defendant Abraham Leser's breach of the personal guaranty associated with the Philadelphia Loan?

✓ YES \_\_\_\_\_ NO

If you answered Question 9, stop here, and please proceed directly to Section II of this Verdict Form.

10. Did defendant/counterclaim plaintiff U.S. Bank, N.A. prove by a preponderance of the evidence that plaintiff/counterclaim defendant Abraham Leser was unjustly enriched by the Philadelphia Loan:

\_\_\_\_\_ YES \_\_\_\_\_ NO

If you answered Question 9, stop here, and please proceed directly to Section II of this Verdict Form.

11. What is the value of the money, property, or benefit conferred on plaintiff/counterclaim defendant Abraham Leser by defendant/counterclaim plaintiff U.S. Bank, N.A. by the Philadelphia Loan?

TOTAL \$ \_\_\_\_\_

If you answered Question 11, please proceed directly to Section II of this Verdict Form.

## II. Seattle Loan

1. Did plaintiff/counterclaim defendant Abraham Leser prove by a preponderance of the evidence that he did not sign the personal guaranty associated with the loan by defendant/counterclaim plaintiff U.S. Bank, N.A. to Reuben Corporation, JJ Lyons Associates, Inc., Bronx AL LLC and Bronx RMT LLC (the "Seattle Loan")?

\_\_\_\_\_ YES

\_\_\_\_\_ ☒ NO

If you answered "YES," to Question 1, please proceed directly to Question 3. If you answered "NO," to Question 1, please proceed directly to Question 2.

2. Did defendant/counterclaim plaintiff U.S. Bank, N.A. prove by a preponderance of the evidence that plaintiff/counterclaim defendant Abraham Leser signed the personal guaranty associated with the Seattle Loan?

\_\_\_\_\_ ☒ YES

\_\_\_\_\_ NO

If you answered "YES," to Question 2, please proceed directly to Question 6. If you answered "NO," to Question 2, please proceed directly to Question 3.

3. Did defendant/counterclaim plaintiff U.S. Bank, N.A. prove by a preponderance of the evidence that an agent of plaintiff/counterclaim defendant Abraham Leser entered into the personal guaranty associated with the Seattle Loan on plaintiff/counterclaim defendant Abraham Leser's behalf?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

If you answered "YES," to Question 3, please proceed directly to Question 6. If you answered "NO," to Question 3, please proceed directly to Question 4.

4. Did defendant/counterclaim plaintiff U.S. Bank, N.A. prove by a preponderance of the evidence that plaintiff/counterclaim defendant Abraham Leser is equitably estopped from denying that the signature on the personal guaranty associated with the Seattle Loan is his?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

If you answered "YES," to Question 4, please proceed directly to Question 6. If you answered "NO," to Question 4, please proceed directly to Question 5.

5. Did defendant/counterclaim plaintiff U.S. Bank, N.A. prove by a preponderance of the evidence that plaintiff/counterclaim defendant Abraham Leser ratified the personal guaranty associated with the Seattle Loan?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

If you answered "YES," to Question 5, please proceed directly to Question 6. If you answered "NO," to Question 5, please proceed directly to Question 10.

6. Did defendant/counterclaim plaintiff U.S. Bank, N.A. prove by a preponderance of the evidence that plaintiff/counterclaim defendant Abraham Leser breached the personal guaranty associated with the Seattle Loan?

  ✓   YES

\_\_\_\_\_ NO

If you answered "YES," to Question 6, please proceed directly to Question 7. If you answered "NO," to Question 6, please proceed directly to Question 10.

7. What are defendant/counterclaim plaintiff U.S. Bank, N.A.'s damages as a result of plaintiff/counterclaim defendant Abraham Leser's breach of the personal guaranty associated with the Seattle Loan?

TOTAL \$ 20,733,394.31

If you answered Question 7, please proceed directly to Question 8.

8. On what date should interest begin to be computed with respect to the defendant/counterclaim plaintiff U.S. Bank, N.A.'s damages as a result of plaintiff/counterclaim defendant Abraham Leser's breach of the personal guaranty associated with the Seattle Loan?

DATE for loan interest \_\_\_\_\_

DATE for default interest \_\_\_\_\_

If you answered Question 8, please proceed directly to Question 9.

9. Is defendant/counterclaim plaintiff U.S. Bank, N.A. entitled to attorneys' fees and costs as a result of plaintiff/counterclaim defendant Abraham Leser's breach of the personal guaranty associated with the Seattle Loan?

  ✓   YES

\_\_\_\_\_ NO

If you answered Question 9, stop here, answer no further questions, and have the foreperson sign and date this form.

10. Did defendant/counterclaim plaintiff U.S. Bank, N.A. prove by a preponderance of the evidence that plaintiff/counterclaim defendant Abraham Leser was unjustly enriched by the Seattle Loan?

\_\_\_\_\_ YES

\_\_\_\_\_ NO


If you answered "YES" to Question 10, please proceed directly to Question 11. If you answered "NO" to Question 10, stop here, answer no further questions, and have the foreperson sign and date this form.

11. What is the value of the money, property, or benefit conferred on plaintiff/counterclaim defendant Abraham Leser by defendant/counterclaim plaintiff U.S. Bank, N.A. by the Seattle Loan?

TOTAL \$ \_\_\_\_\_

If you answered Question 11, stop here, answer no further questions, and have the foreperson sign and date this form.

Your Foreperson must now sign and date the verdict sheet.

  
\_\_\_\_\_  
Signature of Foreperson

1/14/13  
Dated